



Guy W. Parker  
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

Guy W. Parker,	)	Case No.: 3:08-cv-00212-L-WMC
Plaintiff,	)	
vs.	)	Pure Bill of Equitable Discovery
	)	48 C.F.R. 1.602-1 Request for Documents
Betty W. Clingerman,	)	Response to Apparent Show Cause Order D18
Defendant	)	
	)	Document 2 of 5
	)	Response to Apparent Show Cause Order D18

1. Case No.: 3:08-cv-00212-L-WMC is a limited 48 C.F.R. 1.602-1 Request for Documents to the defendant in personal capacity in Summons and possible individual or possible official capacity in Complaint Letter Exhibit 11. 48 C.F.R. §1.602, §1.603, §4.101 (FAR §1.602, §1.603, §4.101) provides the requested documents are required by federal law and regulation to be readily available to the public and agency on request. The contents of the documents determine if the defendant has individual or official capacity and has scope of employment and scope of authority in a specific contract in government public contract law. Upon judicial review, representatives of the United States are required to request, receive, and review these documents before substituting the United States as the defendant in tort law (28 U.S.C. 1346(b) and 28 U.S.C. §2679). This instant case is based on contract law, federal law, and acquisition regulations. This instant case is not based on tort law. No tort is asserted.

1 2. In this instance case, the court is a witness to this 48 C.F.R. 1.602-1 Request for  
2 Documents in all three possible capacities. The court is witness that the  
3 documents are either provided in accordance with federal law and acquisition  
4 regulations or the court is a witness to a violation of federal law and acquisition  
5 regulations. This case is completed. The documents were not provided by  
6 February 22, 2008. The failure of the defendant in personal capacity and the  
7 defendant's supervision to provide the 48 C.F.R. 1.602-1 information and  
8 supporting documents required by federal law and acquisition regulations are  
9 violations of federal law and acquisition regulations.

10  
11 3. The United States cannot accept responsibility for violations of federal law and  
12 acquisition regulations. The United States is not the defendant in this case and  
13 cannot be substituted as the defendant in this case. Unauthorized actions are  
14 made in personal capacity not on behalf of and not binding on the United  
15 States. The United States can elect to ratify unauthorized actions under 48  
16 C.F.R. Part 50. An officer or employee does not capacity to create unauthorized  
17 actions. An officer or an employee cannot create unauthorized actions in the  
18 performance of duties on behalf of the United States. FRCP Rules 4(i)(1),  
19 4(i)(2)(A) and 4(i)(2)(B) are not applicable in this instant case.

20  
21 4. The defendant failed to answer the Compliant with Summons in personal  
22 capacity. The defendant and her supervision failed to answer Compliant Letter  
23 Exhibit 11 in accordance with 48 C.F.R. §1.602, §1.603, §4.101 by February 22,  
24 2008. Failure to answer the 48 C.F.R 1.602-1 request is a violation of federal  
25 law and acquisition regulations. 48 C.F.R. 1.602-1 is a unique law in  
26 government public contracts that protects the government from unauthorized  
27 actions and protects the contractor from risk.

1 5. Declaration of individual or official capacity is not a requirement to assert a 48  
2 C.F.R. 1.602-1 request. The answer to the request definitively determines  
3 personal, individual, or official capacity. Failure to provide the answer, in any  
4 capacity, is prima facie evidence the information and supporting documents for  
5 a specific contract do not exist. Failure to provide the answer, in all capacities,  
6 is prima facie evidence that specific contract actions the defendant has executed  
7 in the past were unauthorized actions not on behalf of the United States, is not  
8 binding on the United States, and was done in personal capacity. Scope of  
9 employment or scope of authority in government public contract law is specific.  
10 No general, apparent, or assigned scope of employment or scope of authority  
11 exists in government public contract law that enables unauthorized actions on  
12 behalf of or binding on the United States.

13  
14 6. Federal employees that create unauthorized actions are personally liable, and  
15 may receive disciplinary action. Violations of federal laws and acquisition  
16 regulations and Government-wide Standards of Conduct for Federal Employees  
17 are not performed on behalf of the United States in all possible capacities. This  
18 Fed. R. Civ. P Rule 4(e) Summons is limited to 48 C.F.R. 1.602-1 Request for  
19 Documents. The outcome is the documents or a violation of federal law and  
20 regulations.

21  
22 7. The capacity of this federal employee remains unknown until the 48 C.F.R.  
23 1.602-1 request is answered. Due process is afforded this federal employee in  
24 federal law and regulations by answering the Complaint with Summons and  
25 Complaint Letter Exhibit 11 by providing the 48 C.F.R 1.602-1 information and  
26 supporting documents. Scope of Employment and Scope of Authority is explicit  
27 in government public contract federal procurement. Federal employees are held  
28 to higher standards including but not limited to 48 C.F.R. §1.602-3 and §4.101.

1 8. This requestor is not required to conclude a federal employee acting in the  
2 capacity of a Contracting Ordering Officer is operating on behalf of the United  
3 States. This requestor is not required to conclude a federal employee acting in  
4 the capacity of a Public Law 95-563 SF26 Contracting is operating on behalf of  
5 the United States. Proof of contract authority is required in accordance with  
6 Public law 95-563 and 48 C.F.R 1.602-1 to protect the government from  
7 unauthorized actions and the contractor from risk.

8  
9 9. 48 C.F.R. §1.602, §1.603, §4.101 (FAR §1.602, §1.603, §4.101) requestors for the  
10 required information and supporting documents are not required to provide  
11 relationships, justifications, motives, intent, or contractual relationships to  
12 secure the requested information and supporting documents. All federal  
13 employees attempting to perform federal procurement contract activities are  
14 required to provide the information and supporting documents when requested.  
15 An action in a court of law is not required. Public Law 95-563 (amended) and  
16 the FAR clauses incorporated into the contract require this contractor challenge  
17 this person and the person's supervision to secure the government from  
18 unauthorized actions not provided in Public Law 95-563 (amended) CDA.

19  
20 10. Multiple 48 C.F.R 1.602-1 requests to the defendant and defendant's  
21 supervision were made in 2006, 2007, and 2008 with no response. The recorded  
22 SF26 Contracting Officer for Contract FA862104D6250 asserts he never  
23 provided the defendant written delegated contracting authority. There is no  
24 mutually signed SF26 contract between this contractor and this defendant.  
25 Sufficient prima facie evidence exists that this defendant has no scope of  
26 employment, no scope of authority, no individual capacity, and no official  
27 capacity as a Contracting Ordering Officer or Contracting Officer in this  
28 contract.

1 11. The defendant self asserts she is the "assigned" Contracting Officer (CO) for  
2 Contract FA862104D6250 and continues to increase contract administration  
3 costs. This action in 28 U.S.C. §1332 Diversity Jurisdiction protects the  
4 government from unauthorized actions and protects this contractor from risk.

5  
6 12. This Case No.: 3:08-cv-00212-L-WMC is completed. A Request for Entry of  
7 Default Judgement and Entry of Default Judgement of \$0.0 (zero dollars)  
8 against Betty W. Clingerman for this violation of federal law and acquisition  
9 regulations is asserted by this plaintiff. Betty W. Clingerman and her  
10 supervision, did not provide the 48 C.F.R 1.602-1 information and FAR 1.603  
11 supporting documents requested in Case 3:08-cv-00212-L-WMC.

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13 13. This case is completed with no requested amendment to this Complaint by this  
14 plaintiff to this court. Public Law 95-563 and 48 C.F.R 1.602-1 provides the  
15 express provision made in a statute as the 28 U.S.C. § 1332 (b) exception.  
16 Potential damages in excess of \$75,000 exist and may be invoiced to agency for  
17 ratification as unauthorized actions in accordance with the contract. In the  
18 advent the agency elects to not support the actions of the defendant during the  
19 process of ratification, a second complaint may be issued in a United States  
20 District Court.

21  
22 14. There currently is no Public Law 95-563 (amended) (CDA) and FAR 1.602 SF26  
23 Contracting Officer of Record to assert a claim for a final and conclusive  
24 decision for Contract FA862104D6250. The agency has elected to sever Public  
25 Law 95-563 (amended) (CDA) from the Disputes Clause of Contract  
26 FA862104D6250. Contract FA862104D6250 is Firm Fixed Price Indefinite  
27 Delivery Requirement Contract (FFP IDRC) of \$3,000,000 value 5 year duration  
28 through Dec 31, 2008.

1 15. A more detailed analysis of these Matters of Law and Fact and the Due Process  
2 afforded this defendant are provided in a Memorandum of Points of Authorities  
3 (Document 3 of 5).  
4

5 Dated this March 24, 2008  
6 /s Guy W. Parker  
7 DOD DSS OPM FSO #08UX5  
8 14924 Conchos Dr.  
9 Poway, CA 92064  
10 858-486-6469

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